

ARTICLE X

LEAVES OF ABSENCE

Section 1 Eligibility

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probation period.

Parental leaves of absence shall be exempt from the waiting provisions of this Section.

Section 2 Request Procedure

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance, whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor shall furnish a written response as follows:

A. Requests for leaves of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for denial in writing.

B. Requests for leaves of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

Section 3 Leaves of Absence Without Pay

Except as otherwise provided in this Article, employees may be granted leaves without pay at the sole discretion of the Appointing Authority for any reason for a period up to but not exceeding one (1) year. Upon request, the leave may be extended for not more than one (1) additional year.

(Community Corrections see Appendix S-6)

A. Parental Leave

Employees shall be granted parental leave of absence without pay as follows:

1. The employee shall, whenever possible, submit written notification to the employee's immediate supervisor at least four (4) weeks prior to the employee's anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of parental leave without pay shall be granted unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. Upon request of the employee, accompanied by a doctor's statement, parental leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

2. In no case shall the employee be required to leave prior to childbirth unless the employee is no longer able to satisfactorily perform the duties of the position.

3. Except as provided under Article IX, Section 9 of this Agreement, Sick Leave, all periods of parental leave shall be leaves of absence without pay.

B. Military Leave

Whenever an employee enters the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Code of Iowa and the applicable federal statutes.

C. Unpaid Educational Leave

It is the expressed intent of the Employer to promote continued education by employees of the State and, in furtherance of this policy, the State agrees to grant employees unpaid educational leaves of absence in accordance with the following procedure:

1. The Employer agrees that at any one time up to fifteen (15) employees per bargaining unit may be granted an unpaid educational leave of absence not to exceed one (1) year in duration. Selection of employees shall be on the basis of seniority and operational efficiency of the agency.

2. To be eligible for unpaid educational leave, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave simultaneously from the same work

unit. The work unit is defined as the unit utilized for the distribution of overtime pursuant to Article VIII.

(Fiscal and Staff Unit see Appendix Q-6; Community Corrections see Appendix S-7)

D. Medical Leave of Absence

1. Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions may be granted for up to ninety (90) day increments not to exceed a total of one (1) year. Such leaves may not be unreasonably withheld.

Extension of such leaves shall not impair an employee's right to long-term disability. Prior to an employee exhausting his/her sick leave, the Employer shall advise the employee in writing of his/her right to a medical leave of absence without pay and the requirement that the employee must request such leave within fourteen (14) calendar days of their receipt of the notice from the employer.

2. Bargaining unit employees who are physically injured and unable to work as a result of attacks by inmates, residents, patients, visitors, students or clients of the State and who have exhausted their leave of absence granted pursuant to Article X, Section 3 (D)(1) above, may be granted an additional unpaid leave of absence in ninety (90) day increments not to exceed one (1) year.

E. Family and Medical Leave

Employees who are on a leave of absence which is Family and Medical Leave Act qualified may, at their discretion by written notice to their supervisor, decline to utilize up to two (2) weeks (eighty hours) of paid annual leave (vacation) in each year of this Agreement.

F. The Employer agrees to provide for the following rights upon return from any of the approved leaves listed in this Section:

1. The employee shall have the right to be returned to his/her position or one of like nature in the same organizational unit.

(Community Corrections see Appendix S-7)

2. If the employee's position or one of like nature is not available, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified in the same organizational unit.

G. Except as otherwise provided in other provisions of this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.

H. When, in order to be qualified for a position, an employee is required to possess a license or certificate and the employee in that position has that license or certificate temporarily revoked or suspended, the Employer may, at the Employer's sole discretion, reassign that employee to perform other duties for which the employee is otherwise qualified for the duration of the suspension or revocation or, in the alternative, place that employee on an unpaid leave of absence. The parties agree that the provisions of this Section may be grieved, but not appealed to arbitration under Article IV of this Agreement. This provision does not affect in any way the Employer's right to discharge an employee or the right of the employee and the Union to grieve and arbitrate an employee's discharge. In the arbitration of an employee's discharge, the Employer agrees that it will not use this provision as a basis for asserting that a leave of absence is an inappropriate remedy.

Section 4 Paid Leaves of Absence

A. Voting Leave

1. Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed three (3) hours in length. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor.

2. Time off for voting may be granted only if the employee's working hours do not allow a three (3) hour period outside of working hours during polling hours.

B. Jury Duty

1. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from

jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked. Employees on the second or third shift, as defined in Article VIII, Section 6, shall be temporarily rescheduled to the day shift for the duration of their jury service.

2. The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

3. An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

D. Paid Educational Leave

The Employer retains the sole discretion to either grant or deny requests for paid educational leaves of absence. Requests for paid educational leave shall be submitted at least one hundred and twenty (120) days in advance of the requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days prior to the requested leave. Failure to respond within the designated time limits shall not constitute approval of such requests.

E. Delegates to Joint Labor/Management Committees

The Local Union President/Chapter Chair or his/her designee shall be granted time off with pay to attend regular meetings or conferences of joint Labor/Management committees such as LEECALM and QCALM. Such leaves shall not exceed ninety-six (96) hours per fiscal year.

(Hostage Leave for Department of Corrections see Appendix H-2)